

REQUEST FOR COUNCIL ACTION

SUBJECT: West Jordan Master Transportation Plan Update Modeling Assistance

SUMMARY: Approve an Agreement with InterPlan for the Master Transportation Plan Update Modeling Assistance in an amount not to exceed \$10,666.50.

FISCAL IMPACT: Funding for this project is available in the C-Road Reserve account.

STAFF RECOMMENDATION:
Staff recommends approval of the Agreement with InterPlan for the Master Transportation Plan Update Modeling Assistance in an amount not to exceed \$10,666.50.

MOTION RECOMMENDED:
"I move to adopt Resolution No. 14-12 authorizing the Mayor to execute an Agreement with InterPlan for the Master Transportation Plan Update Modeling Assistance in an amount not to exceed \$10,666.50.

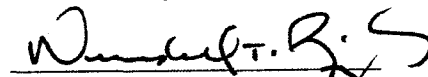
Roll Call vote required.

Prepared by:



Bill Baranowski, P.E.
Traffic Engineer

Reviewed by:



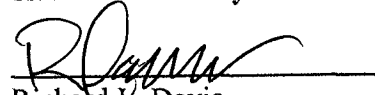
Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:



Jeffery Robinson
City Attorney

Recommended by:



Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

The Master Transportation Plan is currently being updated by Horrocks Engineers. Traffic modeling was not included in their scope of work. The traffic model is an essential tool used to update the plan by comparing proposed alternatives of future streets in the City.

A Request for Proposals with a scope of work for the Traffic Modeling was sent to two consultants listed on the City's SOQ list. InterPlan was selected by the reviewers based on their proposal qualifications, experience and cost.

InterPlan will be using the regional traffic model which is maintained by the Wasatch Front Regional Council as a base to analyze the alternatives developed for the current Master Plan Update.

InterPlan has assisted the City several times when modeling of transportation alternatives is needed. They assisted with the Master Plan in 2003, the 2006 Master Plan Update, the Westside Land Use Plan in 2008 and the 5600 West Alternatives Study in 2013.

Attachments:

Resolution
Agreement
Tabulation

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-12

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY AND INTERPLAN**

Whereas, the City Council of the City of West Jordan has received proposals for the Master Transportation Plan Update Modeling Assistance project with the low, responsible bid being from InterPlan in the amount of \$10,666.50; and

Whereas, the City Council desires to award the contract to InterPlan which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and InterPlan (a copy of which is attached as **Exhibit A**) for the Master Transportation Plan Update Modeling Assistance project has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with InterPlan for the Master Transportation Plan Update Modeling Assistance project is acceptable for an amount not to exceed 10,666.50.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The agreement for the Master Transportation Plan Update Modeling Assistance project is hereby awarded to InterPlan which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.

Section 2. Agreement between the City of West Jordan and InterPlan in the amount of \$10,666.50; and

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 29th day of January 2014.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

Proposal Review**Project:****Master Transportation Plan Update Modeling Assistance****Review Team:**

Bill Baranowski, Greg Davenport, Nate Nelsen

Review Date Deadline:

16-Jan-14

Rating Weights (% of total weighted percentage)(example, if weighted % =15%, possible points = 15) (score each proposal area up to percentage weight: ie., between 1-15 pts, 0-5 Fair, 6-10 Good, and 11-15 Exceptional) Costs shall be evaluated together as a group.

Consultant	Weighted %	InterPlan	A-Trans Engineering
Provide a description of how you will perform the work	25	20.67	19.67
Provide a list of similar projects with references	60	59.33	50.33
Proposed schedule of work	5	5.00	5.00
Sub-Total		85.00	75.00
Cost	10	10.00	3.49
TOTAL SCORE	100	95.00	78.49
Expenses		\$10,666.50	\$30,594.00
RANK		1	

AGREEMENT FOR PROFESSIONAL SERVICES

City of West Jordan Master Transportation Plan Update Modeling Assistance

THIS AGREEMENT, made this 29th day of January 2014 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and InterPlan (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain engineering services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.

2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:

(1) See attached Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal inclusive of the Consultant's Proposal dated January 7, 2014 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$10,666.50.

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:

- (1) Provide to Consultant copies of available information related to the project and project site
- (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and

upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Matt Riffkin, P.E.

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

A. Indemnity.

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. Insurance.

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (2) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be

that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit

and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
Bill Baranowski
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5127

With a copy to the City Attorney
Jeff Robinson, City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5149

TO CONSULTANT: Matt Riffkin, P.E.
InterPlan
7719 South Main Street
Midvale, UT 84047
P: 801-307-3400
F: 801-307-3451

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

ATTEST:

Kim V. Rolfe
Mayor

Melanie Briggs, MMC
City Recorder

APPROVED AS TO LEGAL FORM



City Attorney

CONSULTANT

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____):SS

On this _____ day of _____, 2014, personally appeared before me,
_____, who being by me duly sworn did say that he is the
_____ of _____, a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors, and he acknowledged to me that said corporation executed the
same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

EXHIBIT A
(Consultant Proposal)

Work Description and Schedule

As discussed, InterPlan assisted West Jordan City in the development of the work scope for this effort. This scope offers a concise description of the work proposed and allows for the work of the transportation master planning consultant to perform their efforts unabated by the parallel modeling efforts.

Because of our earlier work for the City, we are proposing to coordinate with WFRC staff and West Jordan City staff to develop both a base year (2011) travel model and a forecast year (2040) with minimal adjustment. Adjustments shall be confined to land use inputs offered by the City and changes incorporated in past modeling efforts. We will produce a "loaded network" of existing and forecast volumes within approximately two weeks of notice to proceed to serve as mark-up copy of forecasts for the transportation planning consultants to begin work and offer their comments.

After the completion of the initial model results, InterPlan will coordinate with neighboring cities and large developers, as included in the scope of work, display draft inputs generated by the WFRC staff and to gather comments on model input changes. We have found that gaining trust in the travel model results is often based on gaining trust in the data inputs that serve these results. For this effort, our work will move travel model inputs and outputs to GIS maps and graphics for display and comment. We anticipate that this coordination effort will require approximately two weeks to schedule meetings and perform, with an additional week necessary to allow for comment and incorporate those comments into the model input stream.

In approximately early March, InterPlan will work with the travel demand consultant and City staff to gather their input on the mark-up network and to produce a final draft model network for a base year and forecast year. We will meet with the plan consultants a second time to coordinate options being considered in the plan development to allow for alternative models of the future that support possible plan results. Concurrently, we will work in detail with City planning staff to develop zone by zone estimates of the timing of various growth assumptions so that we may develop interim year forecasts representing estimates for the years 2020 and 2030.

This work can be completed comfortably within the two month time frame including documentation of results. The final result of this modeling effort will be a set of documented travel forecasts for each facility in West Jordan City including a range of base-year model adjustment changes and future year result variation based on various plan outcomes.

The highlights of InterPlan's modeling efforts include the following:

- Independent, documented traffic forecast that form the basis of the transportation master plan
- Buy-in of City planning staff, developers, and city neighbors that their growth plans have been properly incorporated in your planning efforts
- A clear process for gathering input and making corrections without unnecessary and non-productive back-and-forth over model details